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## **Request for Quote**

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS ONE CAPITOL HILL PROVIDENCE RI 02908

BUYER: Melillo, Charlotte A PHONE #: 401-574-8110

B
I URI ACCOUNTS PAYABLE
CARLOTTI ADMINISTRATION BLDG
75 LOWER COLLEGE ROAD, SUITE 1
KINGSTON, RI 02881
US
0

CREATION DATE: 06-MAR-14 BID NUMBER: 7548551

TITLE: CHAIR RENTAL FOR COMMENCEMENT AT URI

BLANKET START: 01-MAY-14
BLANKET END: 31-MAR-16

BID CLOSING DATE AND TIME:31-MAR-2014 10:30:00

S H URI SPECIAL INSTRUCTIONS SEE BELOW SEE BELOW, RI N/A US

Line	Description	Quantity	Unit	Unit Price	Total
	5/1/14 - 5/31/16				
	CHAIR RENTAL FOR COMMENCEMENT AT URI PER ATTACHED SPECIFICATIONS.				
	FOR QUESTIONS REGARDING THIS BID, EMAIL charlotte.melillo@purchasing.ri.gov by 3/20/14 at 4:00 pm.				
1	May 2014, Chair Rental for Commencement at URI	16,800.00	Total		
2	May 2015, Chair Rental for Commencement at URI	16,800.00	Total		
3	May 2016, Chair Rental for Commencement at URI	16,800.00	Total		

Delivery:	
Terms of Payment:	

THE VENDOR SHALL PROVIDE, DELIVER, SET-UP AND CABLE-TIE (WHERE REQUIRED BY STATE FIRE REGULATIONS) **16,800 PLASTIC CHAIRS** FOR THE UNIVERSITY'S COMMENCEMENT EXERCISES FOR CALENDAR YEARS 2014, 2015 AND 2016.

THE VENDOR SHALL PROVIDE CLEAN, FULLY SERVICABLE CHAIRS IN LIKE-NEW CONDITION FOR COMMENCEMENT EXERCISES. DIRTY, FADED, RUSTY AND/OR BROKEN/TWISTED CHAIRS WILL NOT BE ACCEPTED BY THE UNIVERSITY. ALL CHAIRS MUST HAVE CAPS ON THE CHAIR LEGS.

THE CHAIRS SHALL BE DELIVERED AND SET UP AS SPECIFIED BELOW TO TWO PRIMARY LOCATIONS:

- (1) MACKAL FIELD HOUSE/KEANEY
- (2) THE MAIN QUADRANGLE.

THE UNIVERSITY SHALL RETAIN THE RIGHT TO APPORTION CHAIRS TO OTHER LOCATIONS TO MEET ITS NEEDS.

THE AGENCY SHALL CONDUCT AN ACCURATE CHAIR COUNT AT ALL SITES TO VERIFY THAT ALL CHAIRS HAVE BEEN DELIVERED AS REQUIRED HEREIN.

THE UNIVERSITY AND VENDOR SHALL VERIFY THAT THE EXACT NUMBER OF DELIVERED CHAIRS. THE UNIVERSITY SHALL ENTER VERIFIED TOTALS ON A CHAIR CHECKLIST (SPECIFYING THE NUMBER OF CHAIRS DELIVERED BY SITE) AND WILL REQUEST THAT THE VENDOR'S REPRESENTATIVE ATTEST TO THE ACCURACY BY SIGNING THE CHECKLIST.

THE VENDOR SHALL EXERCISE CARE NOT TO DRIVE HEAVY VEHICLES (INCLUDING TRUCKS, PALLET TRUCKS AND/OR LIFTS) ON GRASSY AREAS, INCLUDING BUT NOT RESTRICTED TO THE MAIN QUADRANGLE. NO TRUCKS, PALLET TRUCKS OR LIFTS MAY BE DRIVEN ON THE BRICK PORTION OF THE SIDEWALKS ON THE MAIN QUADRANGLE.

THE VENDOR SHALL CABLE-TIE THE PLASTIC FOLDING CHAIRS DELIVERED TO MACKAL FIELD HOUSE/KEANEY AND THE MAIN QUADRANGLE (AND OTHER INTERIOR SETUPS, IF REQUIRED) IN ACCORDANCE WITH STATE FIRE REGULATIONS.

THE UNIVERSITY SHALL NOT BE HELD RESPONSIBLE FOR ANY MISSING OR DAMAGED CHAIRS.

ALL CHAIRS SHALL BE DELIVERED CLEAN AND FULLY FUNCTIONABLE. (NO TWISTED OR OTHERWISE DAMAGES CHAIRS ARE PERMITTED. THE VENDOR SHALL USE SCHEMATICS AND INSTRUCTIONS PROVIDED BY THE UNIVERSITY TO SET UP ALL DELIVERED CHAIRS.

THE VENDOR MUST PROVIDE AN ONSITE SUPERVISOR AT ALL TIMES DURING THE SET-UP TO ENSURE THAT THE INTEGREITY OF THE ROWS AND SPACING IS MAINTAINED. UNDER NO CIRCUMSTANCE WILL THE UNIVERSITY BE RESPONSIBLE FOR SUPERVISING THE DELIVERY, SET UP OR BREAKDOWN OF CHAIRS.

THE STANDARD EMPLOYED IN SETTING UP CHAIRS ON THE QUAD IS AS FOLLOWS:

PAINTED OR CHALKED LINES ARE PROVIDED BY THE UNIVERSITY FOR USE BY THE VENDOR IN ACCURATELY SETTING UP CHAIRS ON THE MAIN QUADRANGLE.

THE FIRST ROW OF CHAIRS IN EACH SECTION MUST BE PLACED CAREFULLY WITHIN THE PAINTED LINES IMMEDIATELY IN FRONT (AND ON BOTHS SIDES) OF THAT LINE OF CHAIRS, WITH THE LEGS OF THE CHAIRS ALMOST TOUCHING THE INSIDE OF THE LINE. THE CHAIRS AT EITHER SIDE OF THE FIRST ROW MUST ALSO BE PLACED WITHIN THE PAINTED LINES ON EACH SIDE. ALL SUBSEQUENT CHAIRS IN ANY GIVEN ROW OF CHAIRS MUST BE EVENLY SPACED (SEE NEXT PARAGRAPH FOR MORE CHAIR-SPACING REQUIREMENTS). THE ROWS MUST BE GENTLY CURVED FROM ONE END TO THE OTHER AND CHAIRS ON EACH SIDE OF THE ROW MUST BE JUST INSIDE THE PAINTED OR CHALKED LINES.

ONCE THE FIRST ROW OF CHAIRS IN ANY GIVEN SECTION IS IN PLACE, THE NEXT ROW MUST BE PLACED CAREFULLY BEHIND IT SUCH THAT A GENTLE CURVE IS MAINTAINED. THE DISTANCE BETWEEN THE BACK LEG OF THE FIRST ROW AND FRONT LEG OF THE NEXT ROW IS EXACTLY EQUIVALENT TO ONE CHAIR. (THAT IS, THERE SHOULD BE SPACE FOR ONE WHOLE ROW OF "IMAGINARY" CHAIRS TO FIT BETWEEN THE TWO ROWS IF THAT "IMAGINARY" ROW WERE INSERTED BETWEEN THE FIRST AND THE SECOND ROWS.)

IF THE UNIVERSITY DETERMINES THAT THE CHAIR SET UP IS NOT BALANCED IN ANY RESPECT; OR THAT SPACES BETWEEN ROWS IS NOT SATISFACTORY; AND/OR THAT THE CURVE OF THE CHAIR ROWS IS NOT PROPERLY MAINTAINED, THE UNIVERSITY SHALL DIRECT THE VENDOR TO UNDO ANY ROW THAT DOES NOT MEET ITS REQUIREMENTS (ALL ALL THE ROWS BEHIND IT IN IMPACTED SECTIONS, AND START OVER WHERE THE SET-UP ERROR(S) OCCUR.

IT IS CRUCIAL THAT THE VENDOR ASSIGN AN ON-SITE SUPERVISOR CAPABLE OF ENSURING THAT THE CHAIR SET-UP PROCEEDS IN AN EFFECTIVE AND ORDERLY MANNER.

STATE REGULATIONS PERTAINING TO CHAIR SET-UPS ARE SUBJECT TO CHANGE. THE VENDOR IS RESPONSIBLE AT ALL TIMES TO ADHERE TO CURRENT FEDERAL AND STATE REGULATIONS.

FOLLOWING IS THE LANGUAGE IN STATE FIRE REGULATIONS (AS OF FEBRUARY 2014) THAT PERTAINS TO SECURED SEATING:

#### 12.7.9.1 SECURED SEATING.

12.7.9.1.1. SEATS IN ASSEMBLY OCCUPANCIES ACCOMODATING MORE THAN 200 PERSONS SHALL BE SECURELY FASTENED TO THE FLOOR, EXCEPT WHERE FASTENED TOGETHER IN GROUPS OF NOT LESS THAN THREE AS PERMITTED BY 12.7.9.1.2 AND 12.7.9.2

STATE AND FEDERAL FIRE REGULATIONS ARE SUBJECT TO CHANGE. THE VENDOR IS RESPONSIBLE IN ALL CIRCUMSTANCES FOR ADHERING TO STATE AND FEDERAL FIRE REGULATIONS.

#### LOCATIONS:

## MACKAL FIELD HOUSE / KEANEY

COMMENCEMENT EXERCISES IN MACKAL FIELD HOUSE/KEANEY TAKE PLACE ON SUNDAY AS SPECIFIED BELOW:

SUNDAY, MAY 18, 2014 SUNDAY, MAY 17, 2015 SUNDAY, MAY 23, 2116

THE CHAIRS DESIGNATED FOR MACKAL FIELD HOUSE/KEANEY SHALL BE DELIVERED BEGINNING NO LATER THAN 9:00 AM ON THE FOLLOWING DATES:

FRIDAY, MAY 16, 2014 FRIDAY, MAY 15, 2015 FRIDAY, MAY 21, 2016

IT IS ANTICIPATED THAT AS MANY AS **5200 CLEAN PLASTIC FOLDING CHAIRS** SHALL BE DELIVERED TO MACKAL FIELD HOUSE/KEANEY. CHAIRS SHALL BE UNLOADED FROM THE TRUCK NO LATER THAN 11:30 AM.

THE UNIVERSITY **REQUESTS** THAT ALL CHAIRS DELIVERED TO MACKAL FIELD HOUSE/KEANEY BE THE SAME COLOR. IF THIS IS NOT POSSIBLE, THE UNIVERSITY **REQUIRES** THAT THE CHAIRS USED IN MACKAL BE THE SAME COLOR (BROWN, BLACK, BEIGH OR WHITE), AND THAT CHAIRS USED IN KEANEY BE THE SAME COLOR (BROWN, BLACK, BEIGH OR WHITE).

VENDOR IS RESPONSIBLE FOR UNLOADING, SET UP, BREAKDOWN, AND RELOADING OF ALL CHAIRS. A SET-UP SCHEMATIC SHALL BE PROVIDED TO THE VENDOR BY THE AGENCY.

OF THESE ANTICIPATED **5200 CHAIRS**, AS MANY AS **4200** CHAIRS SHALL BE SET UP IN **MACKAL FIELD HOUSE**, AND AS MANY AS **1000** CHAIRS SHALL BE SET UP IN **KEANEY**. ALL CHAIRS SHALL BE CABLE-TIED PURSUANT TO STATE FIRE REGULATIONS.

ALL CHAIRS WILL BE COUNTED/VERIFIED BY THE AGENCY ON FRIDAY.

THE VENDOR SHALL REMOVE THE CHAIRS SET UP IN KEANEY/MACKAL NO LATER THAN 10 PM ON THE FOLLOWING DATES:

SUNDAY, MAY 18, 2014 SUNDAY, MAY 17, 2015 SUNDAY, MAY 23, 2116

THE VENDOR SHALL ENSURE THAT THE TRUCK(S) USED FOR THE BREAKDOWN DO NOT BLOCKED VEHICULAR TRAFFICE IN ANY WAY.

ONE WEEK PRIOR TO THE SET-UP, THE VENDOR SHALL REQUEST A GATE PASS FROM THE UNIVERSITY TO ENSURE THAT THE VENDOR'S TRUCK(S) CAN PASS THROUGH THE GATES BEHIND THE ATHLETIC COMPLEX FOR BOTH SET-UP AND BREAKDOWN.

#### MAIN QUADRANGLE AREA

COMMENCEMENT EXERCISES ON THE QUAD TAKE PLACE ON SUNDAY AS SPECIFIED BELOW:

SUNDAY, MAY 18, 2014 SUNDAY, MAY 17, 2015 SUNDAY, MAY 23, 2116

THE VENDOR SHALL DELIVER 11,600 CLEAN AND FULLY SERVICEABLE PLASTIC FOLDING CHAIRS TO THE MAIN QUADRANGLE.

THE VENDOR SHALL COMMENCE AND COMPLETE CHAIR DELIVERIES/SET-UP TO THE QUADRANGLE ON THE FRIDAY AND SATURDAY BEFORE THE MAIN COMMENCEMENT CEREMONIES (WHICH TAKE PLACE ON SUNDAY).

THE FRIDAY/SATURDAY SET-UP DAYS ARE AS FOLLOWS:

FRIDAY, MAY 16, 2014 **AND** SATURDAY, MAY 17, 2014 FRIDAY, MAY 15, 2015 **AND** SATURDAY, MAY 16, 2015 FRIDAY, MAY 21, 2016 **AND** SATURDAY, MAY 22, 2116

THE VENDOR IS RESPONSIBLE FOR UNLOADING, SET UP, CABLE-TYING, BREAKDOWN, AND RELOADING OF ALL 11,600 CHAIRS ACCORDING TO SPECIFICATIONS AND/OR SET-UP DIAGRAMS PROVIDED BY URI FACILITIES SERVICES. ALL CHAIRS MUST BE SET UP IN ACCORDANCE WITH CURRENT STATE REGULATIONS.

THE CHAIR SET-UP MUST BE COMPLETED NO LATER THAN 10 PM ON THE SATURDAY BEFORE SUNDAY COMMENCEMENT CEREMONIES.

ALL CHAIRS WILL BE COUNTED/VERIFIED BY THE AGENCY. THE COUNT MUST BE COMPLETED ON SATURDAY BEFORE THE VENDOR LEAVES FOR THE DAY. THE UNIVERSITY AND VENDOR MUST ATTEST TO THE ACCURACY OF THE COUNT AT THE COMPLETION OF THE SET-UP ON SATURDAY.

THE VENDOR SHALL BEGIN REMOVING THE CHAIRS ON THE MAIN QUADRANGLE FOLLOWING THE MAIN COMMENCEMENT CEREMONDIES ON SUNDAY AFTERNOON. CHAIR REMOVAL MAY COMMENCE AT APPROXIMATELY 4:30 PM, BUT AUTHORITY TO BEGIN REMOVING CHAIRS MUST BE OBTAINED BY THE VENDOR FROM THE UNIVERSITY.

TRAILERS MAY NOT DRIVE ON THE LAWN IN THE QUADRANGLE. FORK LIFTS MAY BE USED ON THE LAWN <u>ONLY BY PRIOR ARRANGEMENT</u> <u>WITH THE AGENCY</u>, AND ONLY IF THE VEHICLES HAVE BALLOON TIRES THAT WILL NOT HARM THE GRASS.

TRAILERS MUST BE REMOVED ON SATURDAY FROM THE MAIN QUAD AFTER COMPLETION OF THE SATURDAY SET-UP. IF APPROVED BY THE UNIVERSITY, TRAILERS MAY BE PARKED ON UNIVERSITY PREMISES IN ADVANCE OF COMMENCEMENT EXERCISES TO ENHANCE THE EFFECTIVENESS OF THE CHAIR SET UP. IN THIS CIRCUMSTANCE, THE UNIVERSITY SHALL SPECIFY THE EXACT DATE WHEN THE TRAILERS MAY BE BROUGHT IN, AND WILL PROVIDE A DESIGNATED PARKING AREA.

## **MISCELLANEOUS CHAIRS**

FROM YEAR TO YEAR, AND TIME TO TIME, THE UNIVERSITY MAY REQUIRE THE VENDOR TO PROVIDE/SET-UP CHAIRS TO BUILDING INTERIORS IN SWAN, EDWARDS, FINE ARTS AND/OR OTHER BUILDINGS FOR USE IN COMMENCEMENT EXERCIES, OR TO OTHER LOCATIONS (INTERIOR OR EXTERIOR) TO MEET THE UNIVERSITY'S NEEDS. THESE CHAIRS WILL BE DRAWN FROM THE TOTAL ALLOTMENT OF CHAIRS (16,800) PROVIDED BY THE VENDOR. THE UNIVERSITY SHALL PROVIDE INSTRUCTIONS TO THE VENDOR ON WHERE AND HOW THESE MISCELLANEOUS CHAIRS ARE TO BE SET UP.

## **Contract Terms and Conditions**

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#### **Terms and Conditions**

#### BID STANDARD TERMS AND CONDITIONS

#### TERMS AND CONDITIONS FOR THIS BID

#### **MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

#### PURCHASE AGREEMENT BID

BIDDING (a) A single price shall be quoted for each item against which a proposal is submitted. This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State. (b) Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordering during the period. Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered. (c) Bid price is net F.O.B. destination and shall include inside delivery at no extra cost. (d) Bids for single items and/or a small percentage of total items listed, may, at the State's sole option, be rejected as being non-responsive to the intent of this request. ORDERING (a) The User Agency(s) will submit individual orders for the various items and various quantities as may be required during the agreement period. (b) Exception - Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices separately for any extra large requirements for delivery to specific destinations.

#### RIVIP INFO - BID SUBMISSION REQUIREMENTS

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

MAILING ADDRESS FOR BID PROPOSALS ISSUED BY THE STATE OF RHODE ISLAND, DIVISION OF PURCHASES

All Bid Proposals must be submitted by mail or hand delivered to:

- State of Rhode Island
- Department of Administration
- Division of Purchases, Second floor
- One Capitol Hill
- Providence, RI 02908-5855

#### DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the

vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

#### INSURANCE REQUIREMENTS

AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION OF CONTRACT.

NOTE: IF THIS BID COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD: \* PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER. \* BUILDER'S RISK INSURANCE - COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION. \* SCHOOL BUSING - AUTO LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION. \* ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL) - \$1 MILLION OR 5% OF FACE AMOUNT OF CONTRACT, WHICHEVER IS GREATER. \* VESSEL OPERATION - (MARINE OR AIRCRAFT) - PROTECTION & INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION.

#### **DELIVERY PER AGENCY**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.